



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
FEBRUARY 11, 2003

6:30 PM

- STUDY SESSION

- > DISCUSSION REGARDING COUNCIL LIAISON ASSIGNMENTS, REPORTS TO COUNCIL, AND COMMUNICATIONS

- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

- 1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance: Cub Scout Pack 232 will lead Pledge of Allegiance and Flag Ceremony
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items

- 2. VISITOR'S AGENDA (Two Minutes or Less, Please)

- Tigard High School Student Envoy Paul Brems

- 3. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:

- 3.1 Approve Council Minutes for January 6, 2003
 - 3.2 Receive and File:
 - a. Council Calendar
 - b. Tentative Agenda

- Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be

considered immediately after the Council has voted on those items which do not need discussion.

4. OATH OF OFFICE CEREMONY – CHIEF OF POLICE WILLIAM DICKINSON
 - City Manager Bill Monahan will Introduce Bill Dickinson to the Council and Tigard Citizens
 - Municipal Court Judge Michael O'Brien will Swear-In Chief of Police William Dickinson
5. INTRODUCTION: DELEGATION FROM SAMARINDA, INDONESIA
 - Staff Report: Administration Staff
6. UPDATE ON THE NEW TIGARD LIBRARY
 - Staff Report: Library Staff
 - Council Discussion
7. CONSIDER INTERAGENCY GANG ENFORCEMENT TEAM (IGET) INTERGOVERNMENTAL AGREEMENT
 - Staff Report: Police Staff
 - Council Discussion
 - Council Consideration: Motion to approve the Interagency Gang Enforcement Team Intergovernmental Agreement
8. CONSIDER WASHINGTON COUNTY INTERAGENCY NARCOTICS TEAM MEMORANDUM OF UNDERSTANDING
 - Staff Report: Police Staff
 - Council Discussion
 - Council Consideration: Motion to approve the Washington County Interagency Narcotics Team Memorandum of Understanding
9. CONSIDER INTERAGENCY CLANDESTINE DRUG LAB RESPONSE TEAM AGREEMENT
 - Staff Report: Police Staff
 - Council Discussion
 - Council Consideration: Motion to approve the Interagency Clandestine Drug Lab Response Memorandum of Understanding

10. CONSIDER AN AMENDMENT TO THE TIGARD MUNICIPAL CODE (TMC) TO CLARIFY CITY AUTHORITY TO AUDIT PAYMENTS MADE TO THE CITY
 - Staff Report: Finance Staff
 - Council Discussion
 - Council Consideration: Ordinance No. 03-_____
11. UPDATE ON YOUTH FORUM ACTIVITY
 - Staff Report: Administration Staff
 - Council Discussion
12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS
14. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
15. ADJOURNMENT

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MINUTES
TIGARD CITY COUNCIL SPECIAL MEETING
January 6, 2003
Tigard City Hall
Red Rock Conference Room

I. Roll Call and Call to Order

Roll Call was conducted at 12:27 p.m.

Council Present: Mayor Griffith; Councilors Dirksen, Moore, Sherwood and Wilson.

Prior to the initiation of the meeting, Deputy City Recorder Liz Newton swore in Mayor Jim Griffith, Councilor Sydney Sherwood, and Councilor Nick Wilson who were elected by the voters in November 2002 for terms initiating in January 2003.

Others Present: Finance Director Craig Prosser, City Manager Bill Monahan, citizen Paul Owen, off-duty Police Officer Glen Scruggs.

II. Financial Plan Update

Finance Director Craig Prosser gave a PowerPoint presentation on the City's financial picture. He explained the process which has been followed during prior years, and he discussed the status of budget preparation for fiscal year 2003-04. Craig discussed the major causes of our anticipated financial issues. The economy and reduced revenues, coupled with expected increased demand for services were cited. Personnel services costs will increase due to a decision in 2002 to assume the PERS employee pick up, the PERS rate issue statewide, and contractual COLA commitments. In addition, loss of the WCCLS levy election in November will have a significant impact on revenue from WCCLS thus reducing funding available for the Tigard Library budget.

Options available to the City include cutting expenses, raising revenues, or reallocation of costs between funds. Mr. Prosser presented some options:

- Cut only option using ten percent as a start. This would result in cutting approximately 15.8 positions. The approach would require all general fund

departments reduce positions and funding. Craig stated some sample service impacts.

If the cut-only option is taken, the financial picture for fiscal year 2003-04 and 2004-05 improves, but the problem remains.

- A revenue only option, with voters asked to approve a local option levy, was discussed. The levy could be presented in either May 2004 or November 2004. A May 2004 election would generate funds as of November 2004 while the November 2004 election would not generate funding until November 2005. Possible revenue sources were discussed including increasing fees, adjusting franchise fees, and adopting a street utility fee.

Mr. Prosser noted that he and City staff will continue to refine the forecast for the coming year. He asked the Council if there are any options they did not wish to pursue. The Council asked for an explanation of the PERS issue. Mr. Prosser noted that we are receiving some information from PERS, our staff is participating in discussions, and the Oregon Legislature will be addressing the issue over the coming months.

Council gave direction to continue looking at fees, particularly where the fee is connected to the service performed. The Council favored a balanced approach of increasing fees and cutting costs.

III. Review Final Report – Goals 2002

City Manager Monahan reported on the status of each of the City Council goals from 2002. Since the Council has received quarterly updates on the goals and received materials in advance of the meeting, it was not necessary that a large amount of time be devoted to reviewing prior goal achievement. However, the following was achieved:

Goal 1 – Transportation

Goal information was provided by staff in the packet. The Council was satisfied with the information presented.

Goal 2 – Parks and Recreation

Goals were discussed, the Mayor then suggested that it may be time for the Council to consider establishing a parks and recreation committee.

Goal 3 – Downtown

Much progress has been made in this goal. The Council made more progress in 2002 than anticipated, as Councilor Dirksen lead formation of the new task force for the area. While the committee met and discussed commuter rail opportunities, the zoning for the area was not reviewed.

Goal 4 – Water

The City continues to explore the options of joining with Portland or the Joint Water Commission. Councilor Moore is now the Council representative to the Bull Run discussions. He suggested that the City may wish to consider placing a ballot measure before the voters at some time to consider using the Willamette River source. The suggestion was to make that option available should it need to be considered in comparison to the other opportunities.

Goal 5 – Growth Management

No decision has been made whether to pursue annexation of the Bull Mountain area. Studies to gather information on the pros and cons of annexation continue. Progress was made during the past year on the Durham Quarry, affordable housing, and discussion of the implementation of the Washington Square Regional Center. An effort was made to evaluate the opportunity to create a Tigard post office, however, after discussions with the post office and through input from our local congressman, it appears that no opportunity exists to create a Tigard post office.

Goal 6 – Library

The library goal was achieved as all Council members supported promotion of the Tigard Library construction bond, leading to voter approval in May. Approval of the \$13 million bond has allowed the City to make significant steps toward design of a library for initiation of construction in 2003.

Goal 7 – Communication

The Council concluded that there has been good goal achievement on communication as meetings with local, county, regional and state partners took place throughout the year. Regular meetings have been scheduled so that there is more communication underway. Efforts to improve and expand communication with Tigard citizens also improved through the CIT program, *Cityscape*, web site, cable and other means. In fact, the City was recognized by the League of Oregon Cities to receive the Good Governance Award in recognition of the improved communication with the public. The City also supported English as a Second Language programs in Tigard.

IV. Set Goals for 2003

The Council gave input on new goals for 2003. Overall, the Council emphasized the need to find a sustainable financial strategy. All goals therefore are impacted by the financial picture and the availability of revenue to carry out Council direction. Council members expressed their interest in goals for 2003 as follows:

Councilor Wilson

Councilor Wilson emphasized the need for a transportation goal to improve the function of arterials that are not under the City's control. He also expressed interest in the downtown redevelopment activity.

Councilor Sherwood

Councilor Sherwood emphasized transportation, noting in particular the need to improve traffic flow on Pacific Highway. She emphasized the need to synchronize the signalization. She identified other signal issues such as the intersection of Hall Boulevard and 99W. Its function at all hours of the day requires attention. Councilor Sherwood also emphasized a need for increased follow through by City staff to make sure that those companies and individuals who cut into the City's right-of-way are held responsible to make sure that any cuts in the street are fixed so that the City's investment is maximized.

Councilor Moore

Councilor Moore emphasized the need to continue efforts to improve the downtown, complete the task of identifying a long-term water supply, and provide long-term funding for the library. He also emphasized communication, suggesting that we review all of our communication methods and determine where our best results occur.

Councilor Sherwood also suggested that we initiate annual meetings with the Washington County Board of Commissioners/Clean Water Services. Council has initiated and carried out discussions with other partners with the exception of Washington County.

Councilor Dirksen

Councilor Dirksen emphasized the need to have a financial goal added to the list of City goals. Councilor Sherwood agreed. She stated that the financial goal needs to be the number one goal for the Council.

Mayor Griffith

Mayor Griffith reported that the youth programs in the community have been improved through the Youth Forum, however more action is needed.

He emphasized the progress made in the downtown program and suggested further work is needed.

Mayor Griffith suggested that an economic development concept should be considered at some point by the City Council.

In terms of transportation, the Mayor had nothing to add but suggested that contact be made with ODOT staff and commission to make sure that Tigard's issues are kept in front of them.

The Mayor also added that the legislative session will require more local input than ever before.

The City Council developed seven draft goals for Council consideration at a future Council meeting. The draft goals are as follows:

GOAL 1— FINANCIAL STRATEGY

GOAL 2—TIGARD CENTRAL BUSINESS DISTRICT

GOAL 3—TRANSPORTATION

GOAL 4—PARKS AND RECREATION

GOAL 5—WATER

GOAL 6—GROWTH MANAGEMENT

GOAL 7—COMMUNICATION

GOAL 1: FINANCIAL STRATEGY

- A. Develop a sustainable long-term financial plan or strategy for issues such as:
 - 1. General Fund needs
 - 2. Library

3. Transportation
4. Parks and open space
5. Washington Square Regional Center
6. Central Business District
7. Water System

- B. Explore the creation of an economic development program.

GOAL 2: TIGARD CENTRAL BUSINESS DISTRICT

- A. Create a common vision for the Central Business District and build the energy to implement that vision through the Downtown Task Force.
- B. Support the activities of the Downtown Task Force as they provide input to the design of the Tigard commuter rail station and the zoning and development plan standards for the Central Business District.

GOAL 3: TRANSPORTATION

- A. Aggressively pursue solutions to congestion of state, county and city facilities that cross through Tigard.
 1. Reforming the Transportation Financing Task Force.
 2. Identify project priorities and funding needs for state and city facilities.
- B. Continue working with Tri-Met to identify and fund additional intra-city bus routes.
- C. Right-of-way management.

GOAL 4: PARKS AND RECREATION

- A. Continue the efforts of the Youth Forum.
- B. Complete or update parks master plans for city facilities.
- C. Explore the creation of a Parks and Recreation Advisory Board.

GOAL 5: WATER

A. Continue to evaluate options for a long-term water supply.

GOAL 6: GROWTH MANAGEMENT

- A. Continue to evaluate Tigard's role in the provision of urban services outside the city limits.

GOAL 7: COMMUNICATION

- A. Increase Tigard's communication with other elected bodies through active participation of City Council members and staff.
- B. Improve and expand communication with citizens, particularly communicating successes and future concerns.

V. Non-Agenda Items: None.

The meeting adjourned at 5:30 p.m.

Attest:

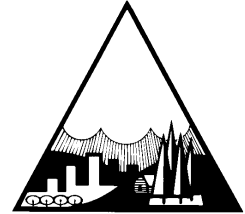
William A. Monahan, City Manager

Mayor, City of Tigard

Date: _____

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MEMORANDUM
CITY OF TIGARD, OREGON



TO: Mayor and Council
FROM: Greer Gaston
DATE: January 30, 2003
SUBJECT: Three-Month Council Calendar

Regularly scheduled Council Meetings are marked with an asterisk (*).

| February | | |
|-----------------|------|--|
| 11 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |
| 17 | Mon | President's Day – City Offices Closed |
| 18 * | Tues | Council Workshop Meeting – 6:30 p.m. |
| 25 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |

| March | | |
|--------------|------|--|
| 11 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |
| 18 * | Tues | Council Workshop Meeting – 6:30 p.m. |
| 25 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |

| April | | |
|--------------|------|--|
| 8 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |
| 15 * | Tues | Council Workshop Meeting – 6:30 p.m. |
| 22 * | Tues | Council Meeting – 6:30 p.m. Business Meeting with Study Session |

Tigard City Council
Tentative Agenda

| | | |
|---|---|--|
| 2/18/03 - Workshop | 2/25/03 - Business TV Jim-Greeter | 3/11/03 - Business TV -Greeter |
| Due: 2/4/03 @ 5 p.m. | Due: 1/11/03 @ 5 p.m. | Due: 2/25/03 @ 5 p.m. |
| Workshop Topics | Study Session | Study Session |
| Update on Long-Term Water Supply - Jt Mtg with IWB - PPT? - Ed/Dennis - 45 min | TVF&R Briefing - 15 min - Mike Duyck/Greer | Review Council Groundrules - 10 min - Cathy |
| *Jt. Mtg. w/Planning Committee - 30 min | City Attorney Training - Conflict of Interest, Public Meeting Law, Land Use (legislative, quasi-judicial) - 30 min | |
| Park Projects Update - PPT - Dan - 15 min | | |
| Transportation System Plan Orientation - Jim - 30 min | Consent Agenda | Consent Agenda |
| Discuss Strategic Financial Plan - Craig - 30 min | LCRB - City Hall HVAC Replacement - John | |
| | Budget Committee Appointees - RES - Susan | |
| | Revisions to Cell Phone Policy- Sandy | |
| | | |
| *May move to study session of 2/25/03 | | |
| | | |
| | Business Meeting | Business Meeting |
| | Sen Burdick, Rep Williams - 30 min - Cathy | VA - Student Envoy |
| | Discussion & Recommendation on Continued Participation in Proposed Bull Run Regional Drinking Water Agency - MOTION - PPT - Ed/Dennis - 20 min | Update on the New Library - Margaret - 10 min |
| | Hwy 217: Review and Consider Metro's IGA for Local Match - Barbara - 15 min | Proposed Wall Street Local Improvement District Initial Report - Gus/Vannie - 30 min |
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Agenda Item No. 326
Meeting of 2/11/03

Tigard City Council
Tentative Agenda

| 3/18/03 - Workshop | 3/25/03 - Business TV -Greeter | 4/8/03 - Business TV -Greeter |
|--|--|--|
| Due: 3/4/03 @ 5 p.m. | Due: 3/11/03 @ 5 p.m. | Due: 3/25/03 @ 5 p.m. |
| Workshop Topics | Study Session | Study Session |
| Urban Growth Boundary Update: Expansion and Policy Issues - 30 min - Barbara/Jim | | |
| Initial Review of Community Event Grant Requests - Craig - 30 min | | |
| Proposed Street Maintenance Fee Discussion - Gus - 30 min | | |
| Presentation on Tigard Fact Book - Beth - 20 min | Consent Agenda | Consent Agenda |
| | | Mapleleaf & Oak Street Vacation -Matt - BLUE SHEET |
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| | Business Meeting | Business Meeting |
| | Sen Burdick, Rep Williams - 30 min - Cathy | VA - Student Envoy |
| | Property Tax Abatement - CPAH - Craig - 10 min | Update on the New Library - Margaret - 10 min |
| | Commuter Rail Station Design - Jim - Blue Sheet | |
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AGENDA ITEM # _____
FOR AGENDA OF January 14, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Oath of Office – Police Chief William Dickinson

PREPARED BY: Cathy Wheatley DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Municipal Court Judge Michael O'Brien will administer the Oath of Office to Police Chief William Dickinson.

STAFF RECOMMENDATION

Administer oath of office to William Dickinson as Tigard's Chief of Police.

INFORMATION SUMMARY

City Manager Bill Monahan will introduce to Council William Dickinson, a 29-year veteran of the King County, Washington Sheriff's office, who has accepted the offer to become Tigard's next police chief. Dickinson will fill the position, which became vacant when Chief Ron Goodpaster retired from the position in August of 2002 after serving as Tigard's Chief for 14 years.

Municipal Court Judge Michael O'Brien will administer to oath of office to Chief Dickinson.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Oath of Office

FISCAL NOTES

N/A

Oath of Office

State of Oregon)
)
City of Tigard)

I , William Dickinson, do solemnly swear that I will uphold and support the Constitution and laws of the United States of America and the State of Oregon and the Charter and ordinances of the City of Tigard. I will faithfully perform my duties to the best of my ability, in the office of Tigard Chief of Police to which I have been appointed.

William Dickinson

Attest:

City Recorder

Date

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Introduction: Delegation from Samarinda Indonesia

PREPARED BY: Elizabeth Ann Newton DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Welcome the delegation from Samarinda, Indonesia and a presentation on the status of the partnership program.

STAFF RECOMMENDATION

Formally welcome the delegation from Samarinda Indonesia and hear a presentation on the status of the partnership program.

INFORMATION SUMMARY

The City of Tigard has been given a unique opportunity to work in partnership with the City of Samarinda, and County of Kutai, East Kalimantan, Indonesia along with Washington County. This is part of the International Resource Cities program which is funded by the U.S. Agency for International Development (USAID) and implemented by the International City/County Management Association (ICMA).

In February, 2002, a delegation from Tigard and Washington County visited Samarinda and the County of Kutai and signed an agreement between the cities and counties and ICMA to develop an improved citizen participation process, create a solid waste recycling program, design and implement a training program in double entry accounting, and prepare a matrix of potential revenue generating programs.

In June of 2002, a delegation of seven Indonesians visited Tigard and Washington County and trained with city and county staff in the above areas. In October of 2002, a delegation of six city and county staff members went over to Indonesia to conduct training in the program areas.

A delegation of three Samarindan representatives will visit Tigard the week of February 8 to receive further training in the area of citizen participation, drinking water systems and recycling education. The delegation is Mr. Syaharie Jaang, Vice Mayor of Samarinda; Mr. Fathurrachman Alhinduan, Director of Samarinda Water Company; and Maysud, Member of the Samarinda City Council.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

N/A

FISCAL NOTES

The cost of this program is provided by USAID with the City providing some staff time to conduct training.

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the New Tigard Library

PREPARED BY: Margaret Barnes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Presentation by staff to update the City Council about the new library.

STAFF RECOMMENDATION

The purpose of this presentation is to communicate recent events and accomplishments related to the new Tigard Library.

INFORMATION SUMMARY

On May 21, 2002, Tigard voters passed a \$13 million bond measure for the construction of a new library of approximately 47,000 square feet. This amount will pay for land acquisition, the design, construction and furnishing of the new library, parking and related street improvements. The site of the new library is a 14.7-acre property located along Hall Boulevard near O'Mara Street.

Since the passage of the bond, the project has proceeded on schedule. The design development stage was recently completed. SRG architects worked with staff for two months to revise and refine the details of the design. During that time staff and members of the public submitted ideas that were considered, and in many cases, implemented. On Tues., Jan. 28, the Council reviewed the design development documents.

At this meeting, staff will report on the progress of the project and inform Council of the reaction of the citizen-based New Library Resource Team, which meets on Monday, Feb. 10. Staff will also provide an update on site plan meetings and fund raising efforts as the project moves into a new phase.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

ATTACHMENT LIST

1. Set of PowerPoint Slides

FISCAL NOTES

N/A

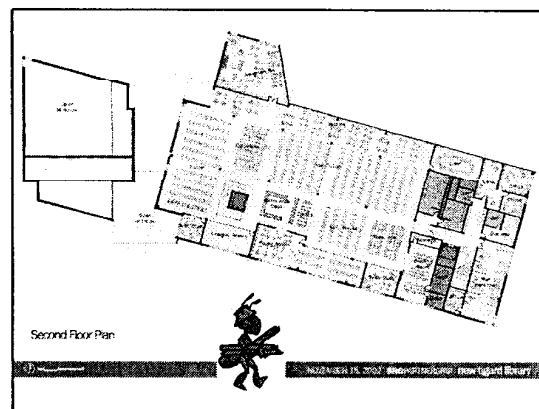
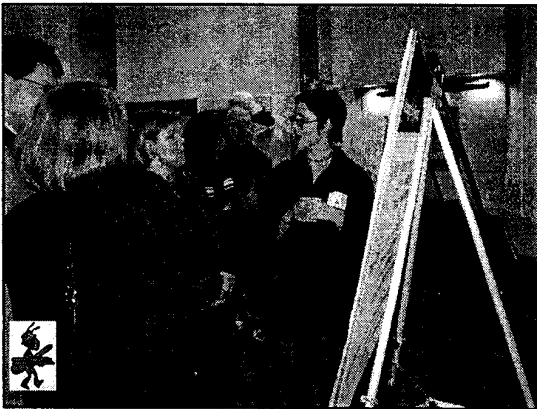


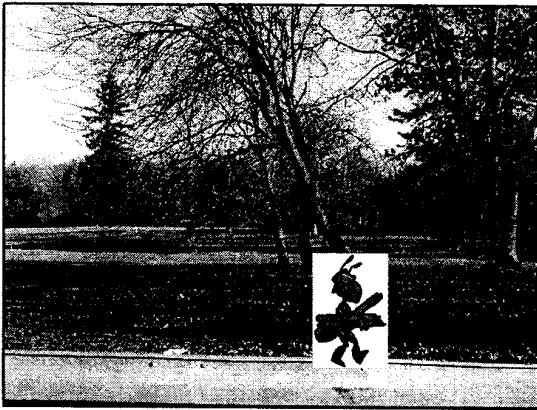
What's New on the New Library?

Timeline...Countdown to a New Library



| | | |
|---|----------------------|-------------------------------------|
| Bond Measure Passes | Spring '02 | <input checked="" type="checkbox"/> |
| Advertise for Architect | Summer '02 | <input checked="" type="checkbox"/> |
| Select Architect | Summer/ Fall '02 | <input checked="" type="checkbox"/> |
| Select General Contractor | Fall '02 | <input checked="" type="checkbox"/> |
| Sell Bonds | Fall '02 | <input checked="" type="checkbox"/> |
| Two Community Meetings on Library Design | Fall '02 | <input checked="" type="checkbox"/> |
| Purchase Property | Fall '02 | <input checked="" type="checkbox"/> |
| Design Library | Fall '02/ Winter '03 | <input type="checkbox"/> |
| Public Meetings on Site Master Plan for FannoCreek Extension | Winter/Spring '03 | <input type="checkbox"/> |
| Groundbreaking | May 17, 2003 | <input type="checkbox"/> |
| Library Construction | Spring '03/04 | <input type="checkbox"/> |
| Library Opens! | Fall '04 | <input type="checkbox"/> |





Public Meetings: Site Master Plan for Fanno Creek Extension

- Wed., February 26
7:30 - 9 pm @ Town Hall
- Thurs., April 3
7:30 - 9 pm @ Town Hall

QUESTIONS?
Contact Daniel Plaza, Parks Dept.
daniel@ci.tigard.or.us or 503-639-4171 ext. 2590.



Ways to Help the New Library

- Buy a book for a special someone
- Support the Friends Book Sale—
Feb. 29-March 1
- Attend Michael Allen Harrison concert—
April 4
- Make a tax-deductible donation to the
Library Foundation or the
Friends of the Library



For More Information...

Contact:
paula@ci.tigard.or.us
503-684-6537, ext. 2508

Or check out our website
at www.ci.tigard.or.us



AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Interagency Gang Enforcement Team (IGET) Intergovernmental Agreement

PREPARED BY: Ronald D. Goodpaster DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

The issue before the Council is to approve this IGET Intergovernmental Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the agreement.

INFORMATION SUMMARY

In January we assigned an officer to the Washington County Interagency Gang Team. He joined other team members from other agencies for the team to become a very effective investigative force regarding gangs in Washington County. We have a gang problem in the City and this is the most effective way that we can specifically address that problem. Gang investigation is very difficult and requires multiple people, and this is the most effective way for us to get the most out of our gang enforcement officer. By making this officer available to the team, it has increased our ability to investigate gangs and also allows us to branch out to those people that influence the gang activity in Tigard that live in other neighboring communities.

In our department we do not have adequate personnel to perform this same function. We have been very pleased with the response we have received from the team. The Team has addressed specific gang-related problems in Tigard and has been extremely effective.

The need for this team and our involvement is very important, not only for the City of Tigard, but also for Washington County. Being teamed up with multiple agencies gives all the officers the ability to work sources of the gang activity in different jurisdictions.

This has been reviewed by the City Attorney.

OTHER ALTERNATIVES CONSIDERED

The only other alternative is to try and do the gang investigations on our own, which we have done in the past, but need the combined intelligence of our neighboring communities to be truly effective.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

This area is specifically addressed in our direction statement for the Public Safety Visioning Plan for the Police Department.

ATTACHMENT LIST

Attached is the IGET (Interagency Gang Enforcement Team) Intergovernmental Agreement.

FISCAL NOTES

This position is currently funded in the budget and adequate funds are also there to support it. No additional funds are needed for this position.

IGET INTERGOVERNMENTAL AGREEMENT

Washington County,
An Oregon County;

The City of Beaverton,
an Oregon municipal corporation;

The City of Tigard,
an Oregon municipal corporation;

and

The City of Tualatin,
an Oregon municipal corporation;

Together with such other entities as may hereafter become
parties as provided in Article 10 hereof.

This Agreement is made for the purpose of securing to each party the benefits of mutual assistance in addressing common problems and goals specifically related to criminal gang activity and crimes.

Terms and Conditions:

1. STRUCTURE. This Agreement is intended to create an interagency cooperative team for the purpose of sharing information and jointly administering resources for the enforcement of laws concerning enforcement of criminal gang activities. To that end the parties declare that:

- 1.1. Authority for this Agreement is specifically found in ORS 190.0101(1), (2), (3), (4) and (6).
- 1.2. This Agreement does not create a separate intergovernmental entity.
- 1.3. Each party's participation herein is as an equal, and shall depend on separate adoption and administration of policies and procedures consistent with continued cooperation hereunder.
- 1.4. The Advisory Board herein created is not a governing body, but is a forum to promote the cooperation and coordination of gang law enforcement in and around Washington County, to resolve potential conflicts and to

recommend appropriate administrative and operational procedures to the several participating agencies.

2. GOALS. The Interagency Gang Enforcement Team (IGET) shall have as its overall goals:

- 2.1. To detect and apprehend individuals, groups, businesses and organizations involved in criminal gang activity; and
- 2.2. To gather and disseminate criminal gang activity and related intelligence information within the participating entities and among other criminal justice agencies affected by that information; and
- 2.3. To enhance and maintain an effective spirit of continuing cooperative efforts among the area criminal justice agencies.

3. OBJECTIVES. IGET shall pursue the following objectives toward achieving its goals:

- 3.1. Identify and apprehend individuals responsible for significant criminal gang activity;
- 3.2. Suppress patterns of major criminal gang activity within the Washington County area;
- 3.3. Enhance cooperation among police and prosecuting agencies within the Portland metropolitan region;
- 3.4. Enhance the coordination of effort and resources of the participating criminal justice agencies; and
- 3.5. Establish a central collection point for information relating to criminal gang activity within the region, available to all law enforcement agencies in Washington County.

4. COOPERATION. Each participating agency assumes an obligation of good faith cooperation to provide all reasonable assistance and resources to and with other participating agencies in implementing the purposes of the Agreement.

5. STRUCTURE.

- 5.1 The administrators of each participating entity must respond to their respective governing bodies. To assure the activities of IGET are responsive to the individual governing bodies of the participating agencies, the parties hereby create the IGET User Board ("the Board"). The Board shall consist of the chief administrator of the law enforcement

department of each participant, or the designee of such administrator in that administrator's absence. The Board shall meet at least monthly, and at any time upon request of a participating agency. Each Board member shall have equal voice in the conduct of the Board's business. A quorum is not required for the Board to conduct its business.

- 5.2 There shall be a Chair of the Board (IGET Chair). The IGET Chair must be a department head from a participating agency that has assigned a full-time investigator to IGET. The Chair shall serve for a term of one calendar year. Board members shall select the Chair by a majority vote of those Board members in attendance at the Board's last meeting before the start of a new calendar year.
- 5.3 The Board shall coordinate development of operational procedures applicable to IGET. The Board may not make policy or administrative decisions, but may provide a forum for the discussion of such issues for benefit of the individual Board members. The individual Board members may independently make recommendations to their respective governing bodies on policy or administration that affect IGET. A policy or administrative recommendation of a Board member concerning IGET is not binding upon the Board member's participating agency.
- 5.4 The Board shall designate one Administrator (IGET Administrator). The IGET Administrator shall be a managerial member of a participating agency, but need not be assigned full-time to IGET. The IGET Administrator shall have the following responsibilities:
 - 5.4.1 Attend and participate in the discussions of the Board;
 - 5.4.2 Establish IGET operational procedures consistent with the direction of the Board and the policies and procedures of each participating agency;
 - 5.4.3 Establish IGET operational priorities;
 - 5.4.4 Evaluate IGET activities and IGET Members;
 - 5.4.5 Prepare long-range plans and budget recommendations for the Board's consideration;
 - 5.4.6 Allocate budgeted resources to accommodate personnel, equipment and IGET activities; and
 - 5.4.7 Report to the Board on IGET activities and management functions as outlined above in this section 5.4.

- 5.5 The Board shall designate at least one Supervisor (IGET Supervisor). A person designated an IGET Supervisor shall be a supervisory member of a participating agency and shall be assigned full-time to IGET. The supervisor's responsibilities shall be outlined in the operational procedures and shall include, but not be limited to, the following:
- 5.5.1 Plan and manage operational activities of IGET.
- 5.5.2 Direct the day-to-day activities of IGET, including:
- 5.5.2.1 Assign investigations and other tasks to IGET Members (A "IGET Member" is a law enforcement officer assigned by the officer's employing agency to IGET.);
- 5.5.2.2 Schedule IGET Team Members, including scheduling that may result in overtime eligibility under the applicable personnel rules and collective bargaining agreements of participating agencies;
- 5.5.2.3 Review and approve investigative reports;
- 5.5.2.4 Monitor personnel performance and make appropriate recommendations to the IGET Member, IGET Administrator or IGET Member's agency supervisor; and
- 5.5.2.5 Serve as a liaison with other law enforcement agencies concerning IGET.
- 5.5.3 IGET Members shall be subject to the internal policies and procedures of their own departments with respect to personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, mandatory training and other like administrative matters not directly related to IGET operations.
- 5.5.4 The IGET Chair, IGET Administrator, and IGET Supervisor shall have no authority to discipline any IGET Member from an agency other than their own. The IGET Chair, Administrator and Supervisor shall follow the disciplinary policies and procedures of their own agencies with respect to IGET Members from their own agency.
- 5.5.5 The IGET Administrator may summarily remove any IGET Member from active participation in IGET operations. Such

removal is not discipline, but is an operational authority necessary to the effective and cooperative functioning of IGET. In such event, the IGET Administrator shall promptly notify the chief administrative officer of the participating agency that employs the removed IGET member. When reasonably practicable, the IGET Administrator shall confer with the affected IGET member's chief administrative officer before removing the member from active participation in IGET operations.

6. IGET EVIDENCE HANDLING. Evidence and seized property shall be handled through a mutually agreed upon participating agency. All reports shall be maintained by the mutually agreed upon agency under its policies and procedures. This provision does not apply to cases in which IGET serves in an advisory capacity to another law enforcement agency.

7. IGET FUNDING.

7.1 All personnel costs, including wages and benefits, and incidental items of personal equipment, shall be the responsibility of the participating agency assigning a person to the team.

7.2 Any participating agency may assign to its participating IGET Members such capital equipment, for such times and under such restrictions, as it deems appropriate. Such equipment shall not be considered assets of IGET, and are not subject to distribution as provided in Paragraph 16 hereof.

7.3 IGET operations may involve certain operating expenses including, but not limited to, supplies and consumables, "buy money," and informant compensation. The Board shall annually, at a time consistent with the requirements of the various participating agency's budgeting process, meet and confer regarding projected operational expenses for the ensuing fiscal year. Board members shall attempt to reach a consensus regarding projected operational expenses for the ensuing fiscal year, but in case of impasse, the estimation of a majority of the Board shall be considered the best estimate of projected operational expenses for the ensuing fiscal year.

7.4 The Chief Administrative Officer of each participating agency shall be notified of the Board's best estimate of projected operational expenses for the ensuing fiscal year. The Chief Administrative Officer shall consider the estimate in preparing and recommending to the agency's governing body that agency's future budget. The respective fractional share of the projected operational expense for each participating agency shall be equal to the ratio of that agency's assigned IGET Members to the total number

of IGET Members. In making this calculation, the number of IGET Members shall be the average number of IGET Members per month since the beginning of the current fiscal year, and the number of an agency's IGET members shall be the average number of IGET Members from the agency over the same period of time. The amount determined under this section 7 is a suggested budgetary amount, not a mandatory amount.

- 7.5 If a participating agency is unable to appropriate its full share of IGET operational expenses, the agency shall be deemed to have failed to cooperate as required by section 4 of this Agreement. Breach of this Agreement by a failure to cooperate for reasons of an agency's non-appropriation or substantial under-appropriation of funds for the operation of IGET shall be grounds for the removal of the uncooperative agency from IGET.
- 7.6 The Washington County Finance Department shall serve as Fiscal Agent for the purposes of this Agreement.
- 7.7 The IGET Administrator shall ensure that an audit is conducted at least annually on the expenditure of confidential funds and the record keeping of the IGET, to assure that accounting and expenditures are in accordance with legal and contractual obligations, and to assure that receipts and disbursements are documented and accounted for in accordance with generally acceptable accounting practices for government agencies.

8. RISK ALLOCATION. Each party shall be independently and severally liable for the acts, errors and omissions of its employees and officers, and there shall be no right of indemnity between the parties, but they shall be entitled to assert rights to contribution under ORS 18.430 to 18.460.

9. EMPLOYEE COMPENSATION AND BENEFITS. Each party shall be solely responsible for providing compensation to its employees, payment of employment-related taxes and insurance, and for provision of mandated and contracted benefits, to the same extent as though the employee was not assigned to IGET. Each party shall be responsible for satisfying Workers Compensation requirements for its own employees.

10. ADDITION OF OTHER ENTITIES. Any other law enforcement agency with jurisdiction in Washington County may, with approval of a majority of the Board, become party to this Agreement upon providing to the IGET Administrator a written, unconditional acceptance of all of the provisions of this agreement in the form set forth as Appendix 1. Upon addition of another entity under this Article 10, the IGET Administrator shall promptly notify all other parties. Each such new entity shall have full rights of participation on the User Board from and after the date on which its written acceptance of this Agreement is filed with the IGET Administrator.

11. TERM OF AGREEMENT. This Agreement shall be perpetual, until terminated as provided in Article 16.

12. NOTICES. Any notice required by or relating to this Agreement by one party to another shall be sufficient if given in writing by regular mail or personal delivery addressed to the chief law enforcement officer of the party to be notified by the chief law enforcement officer of the party giving the notice.

13. AMENDMENT. This Agreement may be amended by the mutual written agreement of the parties, signed by the duly authorized representative of each. Each party may have and shall follow its own applicable procedures and prerequisites as set forth in its charter, controlling statute, ordinance, rule, regulation, custom or usage with respect to amendment of agreements. Signature on behalf of a party is a representation by the party that all such procedures and prerequisites have been met, and that the person signing is duly authorized to act on behalf of the party.

14. WAIVER. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

15. SEVERABILITY. If any provision, or portions thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provision shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

16. TERMINATION. Any party to this Agreement may withdraw at any time by giving all other parties 30 days prior notice in writing of its intention to do so. In the event of such withdrawal this Agreement shall remain in full force and effect as to all remaining parties. In the event the team is disbanded, or a participating agency withdraws, the Board shall determine by majority vote of the affected agencies the disposition of equipment and moneys derived from IGET activities and not previously distributed to participating entities. Withdrawal of a party to this Agreement constitutes a release of any and all claim of right, title and interest in and to any and all assets acquired with IGET funds, and any and all assets acquired with proceeds of civil forfeitures generated by IGET activities, save and except for any equipment and moneys distributed as provided in this paragraph.

WITNESS: The parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below, and by those signatures each party represents that this Agreement has been authorized according to applicable Oregon law, and its charter, ordinances and regulations.

WASHINGTON COUNTY, OREGON

CITY OF BEAVERTON, OREGON

By: _____
Chair, Board of Commissioners

By: _____
Mayor

Date: _____

Date: _____

Attest: _____
Clerk of the Board

Attest: _____
City Recorder

[seal]

[seal]

Approved:

Approved:

Sheriff

Chief of Police

Approved as to form:

Approved as to form:

Asst. County Counsel

City Attorney

CITY OF TIGARD, OREGON

By: _____
Mayor

Date: _____

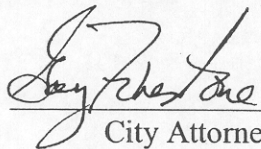
Attest: _____
City Recorder

[seal]

Approved:

Chief of Police

Approved as to form:



City Attorney

CITY OF BEAVERTON, OREGON

By: _____
Mayor

Date: _____

Attest: _____
City Recorder

[seal]

Approved:

Chief of Police

Approved as to form:

City Attorney

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Washington County Interagency Narcotics Team Memorandum of Understanding

PREPARED BY: Ronald D. Goodpaster DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

The issue before the Council is to approve the Memorandum of Understanding regarding the Tigard Police Department participation on the Washington County Interagency Narcotics Team.

STAFF RECOMMENDATION

Staff recommends approval of the Memorandum of Understanding.

INFORMATION SUMMARY

In January, we assigned an officer to the Washington County Interagency Narcotics Team. He joined five other members of that team to become a very effective investigative force regarding narcotics in Washington County. Narcotic investigation can be extremely costly and very manpower intensive. By making this officer available to the team, it has increased our ability to investigate drugs and narcotics in Tigard and also to branch out to those people that distribute from other locations into the City of Tigard. In our Department we do not have adequate personnel to perform this same function to this degree, and we have been very pleased with the response that we have received from this team.

Our one officer is teamed with an officer from another department, and they have been extremely successful in identifying drug-use and sale problems. They are very effective in obtaining search warrants and making arrests and seizing narcotics. The need for this team is very important, not only for Tigard but for the Washington County area. Being teamed with multiple agencies gives our officer the ability to work sources of our drugs and narcotics in other jurisdictions.

This has been reviewed by the City Attorney.

OTHER ALTERNATIVES CONSIDERED

Only other alternative is to try and do the investigation on our own, which we have done in the past and found is somewhat effective but extremely difficult and is a drain on personnel and very expensive.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

This area is specifically addressed in our direction statement for the Public Safety Visioning Plan for the Police Department.

ATTACHMENT LIST

Attached is the Washington County Interagency Narcotics Team (WIN) Memorandum of Understanding.

FISCAL NOTES

This position is currently funded in the budget and adequate funds are also there to support it.

WIN MEMORANDUM OF UNDERSTANDING

**Washington County Sheriff's Office
Beaverton Police Department
Hillsboro Police Department
Tigard Police Department**

Together with such other entities as may hereafter become parties as provided in Article 10 hereof.

This Agreement is made for the purpose of securing to each party the benefits of mutual assistance in addressing common problems and goals specifically related to the enforcement of state and federal drug laws.

Terms and Conditions:

1. DECLARATIONS. This Agreement creates an interagency cooperative team for the purpose of sharing information and jointly managing resources for the enforcement of laws concerning trafficking in controlled substances. To that end the parties declare that:

- 1.1. This Agreement does not create a separate intergovernmental entity;
- 1.2. Each party's participation herein is as an equal, and shall depend on separate adoption and administration of policies and procedures consistent with continued cooperation hereunder; and
- 1.3. The User Board herein created is not a governing body, but is a forum to promote the cooperation and coordination of drug law enforcement in and around Washington County, to resolve potential conflicts and to recommend appropriate operational procedures to the several participating agencies.

2. GOALS. The Westside Interagency Narcotics Team (WIN or WIN Team) shall have as its overall goals:

- 2.1. To detect and apprehend drug manufacturers and traffickers;
- 2.2. To gather and disseminate narcotics and related intelligence information within the participating entities and among other criminal justice agencies affected by that information; and
- 2.3. To enhance and maintain an effective spirit of continuing cooperative efforts among the area criminal justice agencies.

3. OBJECTIVES. WIN shall pursue the following objectives toward achieving its goals:

- 3.1. Identify and apprehend individuals responsible for significant criminal drug activity;
- 3.2. Suppress patterns of major criminal drug activity within the Washington County area;
- 3.3. Enhance cooperation among police and prosecuting agencies within the Portland metropolitan region;
- 3.4. Enhance the coordination of effort and resources of the participating criminal justice agencies; and
- 3.5. Establish a central collection point for information relating to criminal drug activity within the region, available to all law enforcement agencies in Washington County.

4. COOPERATION. Each participating agency assumes an obligation of good faith cooperation to provide all reasonable assistance and resources to and with other participating agencies in implementing the purposes of the Agreement.

5. STRUCTURE.

- 5.1 The administrators of each participating entity must respond to their respective governing bodies. To assure the activities of WIN are responsive to the individual governing bodies of the participating agencies, the parties hereby create the WIN User Board ("the Board"). The Board shall consist of the chief administrator of the law enforcement department of each participant, or the designee of such administrator in that administrator's absence. The Board shall meet at least monthly, and at any time upon request of a participating agency. Each Board member shall have equal voice in the conduct of the Board's business. A quorum is not required for the Board to conduct its business.
- 5.2 There shall be a Chair of the Board (WIN Chair). The WIN Chair must be a department head from a participating agency that has assigned a full-time investigator to WIN. The Chair shall serve for a term of one calendar year. Board members shall select the Chair by a majority vote of those Board members in attendance at the Board's last meeting before the start of a new calendar year.
- 5.3 The Board shall coordinate development of operational procedures applicable to WIN. The Board may not make policy or administrative decisions, but may provide a forum for the discussion of such issues for

benefit of the individual Board members. The individual Board members may independently make recommendations to their respective governing bodies on policy or administration that affect WIN. A policy or administrative recommendation of a Board member concerning WIN is not binding upon the Board member's participating agency.

- 5.4 The Board shall designate one Administrator (WIN Administrator). The WIN Administrator shall be a managerial member of a participating agency, but need not be assigned full-time to WIN. The WIN Administrator shall have the following responsibilities:

- 5.4.1 Attend and participate in the discussions of the Board;
- 5.4.2 Establish WIN operational procedures consistent with the direction of the Board and the policies and procedures of each participating agency;
- 5.4.3 Establish WIN operational priorities;
- 5.4.4 Evaluate WIN activities and WIN Team Members;
- 5.4.5 Prepare long-range plans and budget recommendations for the Board's consideration;
- 5.4.6 Allocate budgeted resources to accommodate personnel, equipment and WIN activities; and
- 5.4.7 Report to the Board on WIN activities and management functions as outlined above in this section 5.4.

- 5.5 The Board shall designate at least one Supervisor (WIN Supervisor). A person designated a WIN Supervisor shall be a supervisory member of a participating agency and shall be assigned full-time to WIN. The supervisor's responsibilities shall be outlined in the operational procedures and shall include, but not be limited to, the following:

- 5.5.1 Plan and manage operational activities of WIN.
- 5.5.2 Direct the day-to-day activities of WIN, including:
 - 5.5.2.1 Assign investigations and other tasks to WIN Team Members (A "WIN Team Member" is a law enforcement officer assigned by the officer's employing agency to WIN.);
 - 5.5.2.2 Schedule WIN Team Members, including scheduling that may result in overtime eligibility

under the applicable personnel rules and collective bargaining agreements of participating agencies;

5.5.2.3 Review and approve investigative reports;

5.5.2.4 Monitor personnel performance and make appropriate recommendations to the WIN Team Member, WIN Administrator or WIN Team Member's agency supervisor; and

5.5.2.5 Serve as a liaison with other law enforcement agencies concerning WIN.

5.5.3 WIN Team Members shall be subject to the internal policies and procedures of their own departments with respect to personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, mandatory training and other like administrative matters not directly related to WIN operations.

5.5.4 The WIN Chair, WIN Administrator, and WIN Supervisor shall have no authority to discipline any WIN Team Member from an agency other than their own. The WIN Chair, Administrator and Supervisor shall follow the disciplinary policies and procedures of their own agencies with respect to WIN Team Members from their own agency.

5.5.5 The WIN Administrator may summarily remove any WIN Team Member from active participation in WIN operations. Such removal is not discipline, but is an operational authority necessary to the effective and cooperative functioning of WIN. In such event, the WIN Administrator shall promptly notify the chief administrative officer of the participating agency that employs the removed WIN member. When reasonably practicable, the WIN Administrator shall confer with the affected WIN member's chief administrative officer before removing the member from active participation in WIN operations.

6. WIN EVIDENCE HANDLING. Evidence and seized property shall be handled through a mutually agreed upon participating agency. All reports shall be maintained by the mutually agreed upon agency under its policies and procedures. This provision does not apply to cases in which WIN serves in an advisory capacity to another law enforcement agency.

7. WIN FUNDING.

7.1 All personnel costs, including wages and benefits, and incidental items of personal equipment, shall be the responsibility of the participating agency assigning a person to the team.

7.2 Any participating agency may assign to its participating WIN Team Members such capital equipment, for such times and under such restrictions, as it deems appropriate. Such equipment shall not be considered assets of WIN, and are not subject to distribution as provided in Paragraph 16 hereof.

7.3 WIN operations may involve certain operating expenses including, but not limited to, office space rental, supplies and consumables, "buy money," and informant compensation. The Board shall annually, at a time consistent with the requirements of the various participating agency's budgeting process, meet and confer regarding projected operational expenses for the ensuing fiscal year. Board members shall attempt to reach a consensus regarding projected operational expenses for the ensuing fiscal year, but in case of impasse, the estimation of a majority of the Board shall be considered the best estimate of projected operational expenses for the ensuing fiscal year.

7.4 The Chief Administrative Officer of each participating agency shall be notified of the Board's best estimate of projected operational expenses for the ensuing fiscal year. The Chief Administrative Officer shall consider the estimate in preparing and recommending to the agency's governing body that agency's future budget. The respective fractional share of the projected operational expense for each participating agency shall be equal to the ratio of that agency's assigned WIN Team Members to the total number of WIN Team Members. In making this calculation, the number of WIN Team Members shall be the average number of WIN Team Members per month since the beginning of the current fiscal year, and the number of an agency's WIN team members shall be the average number of WIN Team Members from the agency over the same period of time. The amount determined under this section 7 is a suggested budgetary amount, not a mandatory amount.

7.5 If a participating agency is unable to appropriate its full share of WIN operational expenses, the agency shall be deemed to have failed to cooperate as required by section 4 of this Agreement. Breach of this Agreement by a failure to cooperate for reasons of an agency's non-appropriation or substantial under-appropriation of funds for the operation of WIN shall be grounds for the removal of the uncooperative agency from WIN.

7.6 The Washington County Finance Department shall serve as Fiscal Agent for the purposes of this Agreement.

- 7.7 The WIN Administrator shall ensure that an audit is conducted at least annually on the expenditure of confidential funds and the record keeping of the WIN Team, to assure that accounting and expenditures are in accordance with legal and contractual obligations, and to assure that receipts and disbursements are documented and accounted for in accordance with generally acceptable accounting practices for government agencies.

8. RISK ALLOCATION. Each party shall be independently and severally liable for the acts, errors and omissions of its employees and officers, and there shall be no right of indemnity between the parties, but they shall be entitled to assert rights to contribution under ORS 18.430 to 18.460.

9. EMPLOYEE COMPENSATION AND BENEFITS. Each party shall be solely responsible for providing compensation to its employees, payment of employment-related taxes and insurance, and for provision of mandated and contracted benefits, to the same extent as though the employee was not assigned to WIN. Each party shall be responsible for satisfying Workers Compensation requirements for its own employees.

10. ADDITION OF OTHER ENTITIES. Any other law enforcement agency with jurisdiction in Washington County may, with approval of a majority of the Board, become party to this Agreement upon providing to the WIN Administrator a written, unconditional acceptance of all of the provisions of this agreement in the form set forth as Appendix 1. Upon addition of another entity under this Article 10, the WIN Administrator shall promptly notify all other parties. Each such new entity shall have full rights of participation on the User Board from and after the date on which its written acceptance of this Agreement is filed with the WIN Administrator.

11. TERM OF AGREEMENT. This Agreement shall be perpetual, until terminated as provided in Article 16.

12. NOTICES. Any notice required by or relating to this Agreement by one party to another shall be sufficient if given in writing by regular mail or personal delivery addressed to the chief law enforcement officer of the party to be notified by the chief law enforcement officer of the party giving the notice.

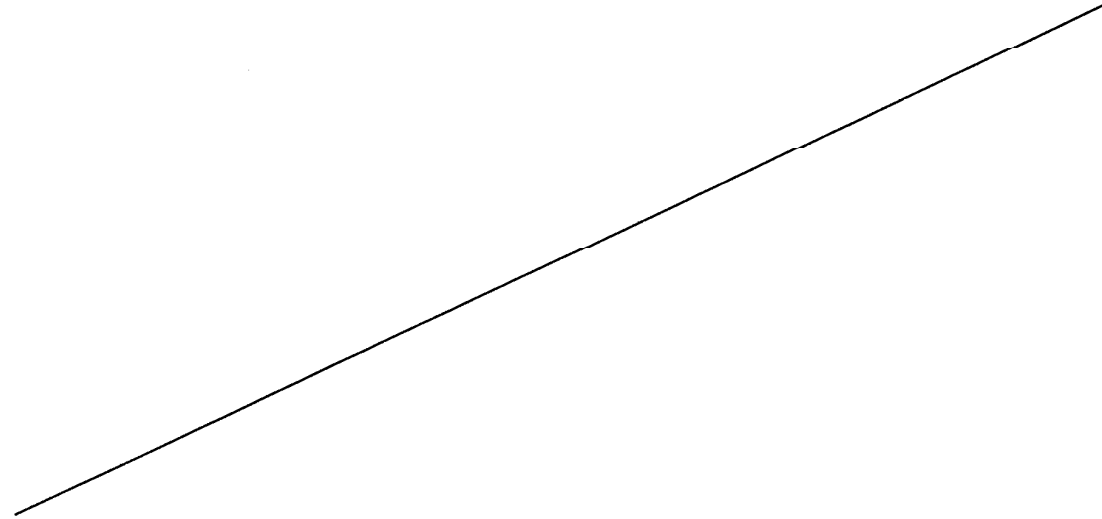
13. AMENDMENT. This Agreement may be amended by the mutual written agreement of the parties, signed by the duly authorized representative of each. Each party may have and shall follow its own applicable procedures and prerequisites as set forth in its charter, controlling statute, ordinance, rule, regulation, custom or usage with respect to amendment of agreements. Signature on behalf of a party is a representation by the party that all such procedures and prerequisites have been met, and that the person signing is duly authorized to act on behalf of the party.

14. WAIVER. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to

exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

15. SEVERABILITY. If any provision, or portions thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provision shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

16. TERMINATION. Any party to this Agreement may withdraw at any time by giving all other parties 30 days prior notice in writing of its intention to do so. In the event of such withdrawal this Agreement shall remain in full force and effect as to all remaining parties. In the event the team is disbanded, or a participating agency withdraws, the Board shall determine by majority vote of the affected agencies the disposition of equipment and moneys derived from WIN activities and not previously distributed to participating entities. Withdrawal of a party to this Agreement constitutes a release of any and all claim of right, title and interest in and to any and all assets acquired with WIN funds, and any and all assets acquired with proceeds of civil forfeitures generated by WIN activities, save and except for any equipment and moneys distributed as provided in this paragraph.



WITNESS: The parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below, and by those signatures each party represents that this Agreement has been authorized according to applicable Oregon law, and its charter, ordinances and regulations.

Washington County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Beaverton Police Department

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Hillsboro Police Department

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Tigard Police Department

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Interagency Clandestine Drug Lab Response Team Agreement

PREPARED BY: Ronald D. Goodpaster DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

The issue before the Council is to approve this Memorandum of Understanding regarding the establishment of an Interagency Clandestine Drug Lab Response Team among the law enforcement agencies located in Washington County.

STAFF RECOMMENDATION

Staff recommends approval of this Memorandum of Understanding.

INFORMATION SUMMARY

Investigating drug labs in Washington County is a huge problem. Last year there were over 60 drug labs that were investigated in Washington County, and several of those were in the City of Tigard. Due to officer safety and OSHA requirements, you need to have people that are specifically equipped and trained to investigate a drug lab. The training and equipment is very expensive, and it is very difficult for any one department to have adequate personnel to investigate one of these labs. We entered into an informal agreement with other agencies in Washington County to share our personnel. As a result, two of our police officers have been trained and equipped, primarily at Federal expense, to be members of this proposed drug lab response team. There are currently 22 officers in Washington County that are certified and equipped to investigate drug labs, and our two members are an important part of that team. We cannot investigate drug labs in Tigard with just the two people we have and have had to rely heavily on other agencies to assist us.

This Memorandum of Understanding was designed to only request police chiefs' of the cities involved approval and signature; however, I wanted to refer it to you for your review and approval, also.

This has been reviewed by the City Attorney.

OTHER ALTERNATIVES CONSIDERED

There are no other alternatives to the investigation of drug labs without additional considerable expense.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The topic of "community safety" is well included in the direction statement of our Public Safety Visioning Plan for the Tigard Police Department.

ATTACHMENT LIST

The Memorandum of Understanding regarding the establishment of an Interagency Clandestine Drug Lab Response Team among the Oregon law enforcement agencies located in Washington County, Oregon.

FISCAL NOTES

The fiscal impact is minor and is included in the existing budget.

***Memorandum of Understanding Regarding the Establishment of an
Interagency Clandestine Drug Lab Response Team Among the Law
Enforcement Agencies Located in Washington County, Oregon***

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and among the undersigned units of local governments located in Washington County, Oregon.

WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid between and among Washington County area law enforcement agencies in relation to the investigation of clandestine labs, and;

WHEREAS, the parties desire to provide mutual aid to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources;

1. DEFINITIONS

The following definitions shall be used in construing the following words, phrases and abbreviations in this memorandum of understanding.

- A. **Agency of Primary Jurisdiction:** The law enforcement agency within whose jurisdictional boundaries a suspected clandestine lab is located. In instances where aspects of the clandestine lab occur within more than one agency's jurisdictional boundaries, the agency of primary jurisdiction shall be determined by agreement of the affected agencies.
- B. **Chief Administrator:** The highest ranking law enforcement officer of a local police agency or his/her designee.
- C. **District Attorney:** The District Attorney for Washington County, Oregon, or his/her designee.
- D. **Manufacturing of Controlled Substances (clandestine labs):** Includes all suspected clandestine drug labs and may also include other suspected crimes.
- E. **TEAM:** The Westside Interagency Clandestine Laboratory Response team.

- F. **Team member:** Members of the Interagency Clandestine Laboratory Response team.
- G. **WCCCA:** The Washington County Consolidated Communications Agency.

2. **TEAM COMPOSITION**

The team is composed of lab technicians, investigators, and investigative supervisors. Additionally, the Chief Administrator of each participating agency and the District Attorney are team members. The nature of each position on the team is more particularly described below.

- A. **Lab Technicians.** Lab technicians are selected by their agency's Chief Administrator to be a part of the team. Lab technicians process, clean up and package evidence of a clandestine lab.

An individual selected to be a lab technician for the team will receive specialized training and equipment to adequately process, clean up and package evidence of clandestine labs.

- B. **Investigator:** Investigators are peace officers selected to conduct follow-up investigations of Clandestine Drug Labs. The assigned investigator may or may not be a member of the Westside Interagency Narcotics team.

- C. **Investigative Supervisor.** Investigative Supervisor is that person who has been placed in charge of the Westside Interagency Narcotics team.

The investigative supervisor supervises, controls, coordinates, and directs the efforts of the lab technicians assigned to the team whenever a team is assigned to process, clean up and package evidence of a clandestine drug lab.

The investigative supervisor also acts as a liaison to the Chief Administrator of the agency of primary jurisdiction by assuring that the Chief Administrator and the public information officer of the agency of primary jurisdiction are adequately and regularly briefed on the progress of the investigation processing, clean up and packaging of evidence of a clandestine lab.

- D. **Lab Technician Supervisor.** The Lab Technician Supervisor is that person who has been placed in charge of the day-to-day and call-to-call functions of the Clandestine Drug Lab team.

Depending upon personnel commitments made by the participating agencies and other unforeseen situations present at any given time, the Lab Technician Supervisor may also be the Investigative Supervisor or his/her designee.

E. **Site Safety Officers.** Site safety officers are investigators who have been trained and qualified as site safety officers through Drug Enforcement Administration (DEA). At least one site safety officer will be present during all clandestine labs to insure safety for the investigators, lab technicians and the public. The Site Safety Officers are in charge of the lab scene and supercede the Investigative Supervisor's and/or the Lab Technician Supervisor's authority at the lab site unless the Investigative Supervisor and/or the Lab Technician Supervisor are also a Site Safety Officer.

F. **Case Agent.** The case agent is the investigator assigned by the Investigative Supervisor to be in charge of the actual investigation. The case agent will be responsible for the investigation, all reports pertaining to the investigation, all notifications and follow up pertaining to the investigation.

The Chief Administrator of the agency of primary jurisdiction has the authority to assign the follow up investigation, via the Investigative Supervisor, to the Westside Interagency Narcotics team or to the agency of primary jurisdiction investigator.

G. **Chief Administrators.** The Chief Administrator of each participating agency is a part of the team. The Chief Administrator is responsible for selecting individuals to fill team positions and to make decisions as defined by this Memorandum of Understanding.

H. **The District Attorney.** The District Attorney works in coordination with the other team members to provide legal advice as needed or requested, review all the evidence collected, and determine the best avenue for prosecution of any suspects.

3. **TEAM ROSTER**

A roster of all team members and the positions they fill on the team must be compiled and distributed to facilitate the efficient and effective activation of the team. The Investigative Supervisor will be responsible for maintaining a roster of qualified team members. WCCCA will maintain a list of all team members and contact numbers.

4. **REQUESTS TO ACTIVATE THE TEAM**

To request activation of the team an on-scene supervisor must contact the Investigative Supervisor, the Lab Technician Supervisor or one of the two Site Safety Officers.

The decision whether to request activation of the team is always left to the discretion of the agency of primary jurisdiction.

The decision whether to grant the request to activate the team and, if so, how many members of the team to activate, may be made by either the Investigative Supervisor, the Lab Technician Supervisor or the Chief Administrator of the on-scene supervisor's agency.

5. NOTIFICATION OF DECISION WHETHER TO ACTIVATE

Once the Investigative Supervisor, the Lab Technician Supervisor or the Chief Administrator of the on-scene supervisor's agency has made the decision about whether to activate the team and, if so, how many of the members to activate, the Investigative Supervisor, the Lab Technician Supervisor or the Chief Administrator shall notify the on-scene supervisor of the decision.

The decision whether to activate the team is always left to the discretion of the Investigative Supervisor, the Lab Technician Supervisor or the Chief Administrator of the on-scene supervisor's agency.

- A. **Denial of Request.** The fact that the decision is made not to activate the team does not preclude the agency that requested activation from requesting mutual aid from other agencies in Washington County pursuant to any then existing mutual aid protocols.
- B. **Granting of Request.** If the decision is made to activate the team, the duty supervisor of the agency of primary jurisdiction shall be notified by the Investigative Supervisor or the Lab Technician Supervisor. The Investigative Supervisor or the Lab Technician Supervisor will then notify the appropriate team members.

The decision to activate the team does not limit the resources the agency of primary jurisdiction may commit to an investigation.

6. Call Out

The Investigative Supervisor, the Lab Technician Supervisor or his/her designee will notify members of the call out. The call out procedures are described in more detail below.

- A. **Investigative Supervisor/Lab Technician Supervisor.** The Investigative Supervisor or the Lab Technician Supervisor will notify

one of the site safety officers who will then respond with one other lab technician to evaluate the situation on scene.

Once the situation is evaluated the Investigative Supervisor or the Lab Technician Supervisor will be notified of the Site Safety Officers recommendations.

Once it is determined that entry will be made into a clandestine lab all necessary team members will be notified to respond on-scene.

- B. Public Information Officers.** The public information officer of the agency of primary jurisdiction should be notified whenever the team responds to a clandestine lab site.

If an agency has not designated a public information officer, or if the public information officer is unavailable when the team is called out, the agency should promptly notify an alternate choice for its public information officer. The alternate public information officer may be another agency's public information officer if the other agency consents to the designation.

7. MEDIA RELATIONS

Any requests for the release or confirmation of information concerning the investigation should be referred to the assigned public information officer. (The public information officer will be designated by the agency of primary jurisdiction.)

8. RESPONSE

When activated, the team will respond to the location designated by the agency of primary jurisdiction.

9. DEACTIVATION

The team assigned to investigate a clandestine lab may be deactivated at any time for any reason at the direction of the agency of primary jurisdiction. Additionally, the employer of a team member assigned to investigate a clandestine lab may recall the team member at the employer's sole discretion at any time.

10. TRAINING

Participating agencies will provide continuing training to its team members in the area of clandestine lab investigations to the extent resources are available to the agency for such training.

11. EQUIPMENT

Each member of the team should have a vehicle and a pager available for his or her use. Each member of the team shall have an Air Purifying Respirator (A.P.R) available for his or her use. The agency supplying the team member will be responsible for supplying the pager, the vehicle, and A.P.R. Each team member shall also be properly equipped to enter into a clandestine lab. (SCBA, Hazardous Material suit, etc.)

A complete list of equipment needed will be supplied to the agency supplying the team member once the decision has been made to assign the member.

12. CONTROL AND DIRECTION OF PERSONNEL AND EQUIPMENT

The Investigative Supervisor and the Lab Technician Supervisor are fully responsible for the supervision and control of the personnel and equipment pursuant to this memorandum of understanding once the personnel and equipment respond to the location designated by the agency of primary jurisdiction. This responsibility shall continue until the personnel or equipment is deactivated or the responsibility is reassigned.

13. LIABILITY AND INDEMNITY

A decision to refuse to activate the team, or a decision to deactivate the team once it has been activated, or to recall a team member assigned to investigate a particular clandestine lab shall not be a basis upon which a participating agency may impose liability for damages upon another participating agency.

Each agency shall remain responsible for the acts or omissions of its respective employees. Notwithstanding that the employee acted under the supervision and control of the agency of primary jurisdiction.

Each agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, notwithstanding that the equipment is used under the supervision and control of the agency of the primary jurisdiction.

Each agency shall remain solely responsible for workers compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the agency of primary jurisdiction.

Except as otherwise provided in this memorandum of understanding, the parties shall indemnify each other, if applicable, under common law indemnity principles.

14. FINANCE, COSTS, AND ACCOUNTING

Each participating agency shall pay all wages and benefits due any of its personnel, including overtime pay, worker's compensation benefits and death benefits, as if those employees were on duty working directly for agency by which he or she is employed.

Each participating agency shall pay for the ordinary wear and tear and routine maintenance of its equipment.

Each participating agency shall pay for the repair or replacement of its own property if the property is damaged by the sole fault of its own employee.

Expenses incurred in the nature of travel, meals, and lodging and other expenses not otherwise specifically mentioned here shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

15. DURATION OF UNDERSTANDING

This memorandum of understanding shall take effect when authorized representatives of the participating law enforcement agencies have signed it. The understanding shall continue indefinitely, until amended or terminated.

16. ADDITIONAL PARTIES

Any Washington County area law enforcement agency not a party to this memorandum of understanding when it becomes effective may become a party to it by signing the memorandum of understanding after being authorized to do so by its governing body. Upon the signing of the memorandum of understanding by the additional party, the memorandum of understanding shall become binding among all the parties that have signed it.

**17. TERMINATION, SUSPENSION OR WITHDRAWAL FROM
MEMORANDUM OF UNDERSTANDING**

Upon mutual consent of all the parties, this memorandum of understanding may be terminated at any time.

Any law enforcement agency that is a party to this memorandum of understanding may withdraw from it upon giving written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving aid from any other participating agency. Upon an agency's withdrawal from this memorandum of understanding, the memorandum of understanding shall remain in effect as among the remaining parties.

The District Attorney may withdraw from this memorandum of understanding only upon providing thirty days' advance notice to the other participating agencies.

18. WAIVER

The failure of any party to enforce a provision of this memorandum of understanding shall not constitute a waiver by it of that or any other provision.

19. CAPTIONS

Captions and headings used in this memorandum of understanding are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the understanding.

20. PARTIAL INVALIDITY

Whenever possible, each provision of this memorandum of understanding shall be interpreted in such a way as to be effective and valid under applicable law and consistent with the Intergovernmental Agreement For Mutual Aid Among Law Enforcement Agencies Located In Washington County, Oregon.

If any provision of this memorandum of understanding is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this document, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this memorandum of understanding.

21. AMENDMENTS

This memorandum of understanding may only be amended in writing, acknowledged by the authorized signature of all parties.

22. SIGNATORIES' AUTHORITY TO ENTER INTO MEMORANDUM OF UNDERSTANDING

Every person signing this memorandum of understanding hereby represents to all the others that they are fully authorized by their unit of local government to enter into the memorandum of understanding.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this memorandum of understanding effective on the date shown by each signature.

City of Banks

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Beaverton

By: David G. Bishop

Printed Name: David G. Bishop

Title: Chief of Police

Date: November 15, 2002

City of Cornelius

By: [Signature]

Printed Name: Paul D. Rubenstein

Title: Chief of Police

Date: 11-14-2002

City of Forest Grove

By: [Signature] (FOR CHIEF TAN LOWMYER)

Printed Name: DAVID J. LOWMYER

Title: LIEUTENANT

Date: 11-14-02

City of Gaston

By: [Signature]

Printed Name: Mark L. Vuylsteke

Title: Chief

Date: 11-14-02

City of Hillsboro

By: [Signature]

Printed Name: JERRON A. SCHROEDER

Title: Commander

Date: 11/14/02

City of Tualatin

By: Steven Winegar

Printed Name: STEVEN WINEGAR

Title: CHIEF OF POLICE

Date: 11-14-02

Washington County Consolidated Communications Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Washington County Sheriff's Office

By: R. Carlson

Printed Name: Robert M Carlson

Title: Sheriff

Date: 11-14-02

Washington County District Attorney's Office

By: Bob Hermann

Printed Name: Bob Hermann

Title: District Attorney

Date: Nov 14, 2002

City of King City

By: _____

Printed Name: _____

Title: _____

Date: _____

Oregon State Police

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Sherwood

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Tigard

By: Ronald D. Goodpastor

Printed Name: RONALD D. GOODPASTER

Title: Chief of Police

Date: 11-25-02

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Amend the Tigard Municipal Code to clarify City authority to audit payments made to the City

PREPARED BY: Craig Prosser DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the Council amend the Tigard Municipal Code to add a new section clarifying the City's authority to audit payment made to the City?

STAFF RECOMMENDATION

Approve the Code amendment

INFORMATION SUMMARY

This issue has arisen in conjunction with the joint audit of franchised utilities by Oregon cities. The City of Tigard and many other cities include provisions in their franchises reserving the right to audit franchise fee payments. Many cities do not have these provisions in their franchises. Some utilities question the right of cities without these provisions in their franchises to audit franchise fee payments.

Most city attorneys argue that cities have the right to audit payments made to cities under their general police powers and Home Rule authority. Because of this, and the fact that most of Tigard's franchises specifically mention audit authority, this code amendment does not grant any authority that the City does not already have. It does, however confirm that authority and it ensures that the audit authority is applied in a consistent manner to all payments made to the City regardless of origin.

In addition to clarifying existing City authority, this code amendment also establishes certain standards to be applied to the conduct of audits, particularly, interest charged for significant underpayments and recovery of audit costs if underpayments exceed 5% of amounts due.

OTHER ALTERNATIVES CONSIDERED

Do not amend Tigard Code. Tigard will still have authority to audit franchises and other payments, but may experience protracted discussions with potential auditees about City authority. In addition, the City would not have clear or consistent guidelines for applying interest on past due amounts or recovery of audit costs.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

ATTACHMENT LIST

Ordinance

FISCAL NOTES

There are no costs associated with this code amendment. The provisions related to interest charged on past due amounts and recovery of audit costs may help to offset City audit costs.

CITY OF TIGARD, OREGON

ORDINANCE NO. 03-_____

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE BY ADDING A NEW SECTION TO CLARIFY CITY AUTHORITY TO AUDIT PAYMENT MADE TO THE CITY

WHEREAS, The City of Tigard has authority under general police powers and its Home Rule charter to audit any and all payments made to the City, and

WHEREAS, Most City franchises also contain language expressly giving the City of Tigard authority to audit those franchises, and

WHEREAS, It is helpful to have specific language in the City Code to clarify the City's existing authority and to ensure consistent application of that authority, and

WHEREAS, The City desires to adopt consistent standards for the application of interest on any past due amounts owed to the City and identified in the course of an audit and for the recovery of audit costs in the case of a significant underpayment.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: A new section 3.60 is hereby added to the Tigard Municipal Code, as shown in Attachment A to this Ordinance.

SECTION 2: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2003.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2003.

James E. Griffith, Mayor

Approved as to form:

City Attorney

Date

Chapter 3.60 Audits of City Fees, Charges, and Taxes

- 3.60.010 Definitions
- 3.60.020 Authority
- 3.60.030 Obligation to Provide Records
- 3.60.040 Confidentiality of Records and Data
- 3.60.050 Cost of Audit
- 3.60.060 Interest Owing on Past Due Amounts

3.60.010 Definitions

1. “Audit” means a formal or informal review of the basis of any payment to the City, including review and verification of source documentation or data, calculations, and final payments.
2. “Fees and Charges” means any fee or charge imposed under provisions of the Tigard Municipal Code or agreement for any City service, right, or privilege, or franchise or other agreement for the exclusive or non-exclusive use of any city asset, including, but not limited to, public rights of way, roads and byways, buildings, parks or other city facilities.
3. “Payment” means amounts owed to the City from any contract, license, franchise or agreement.
4. “Taxes” means amounts levied against broad groups or classes of payers not for specific goods or services. Taxes include, but are not limited to, ad valorem property taxes, business taxes, utility taxes, privilege taxes, income taxes, transient lodging or hotel/motel taxes, or any other tax duly adopted by or imposed by the City.

3.60.020 Authority

1. The City of Tigard reserves the right to audit any and all payments made to the City for any fees, charges, taxes, or payments due, payable or owing. Such audit may be conducted at any time or place of the City’s choosing following provision of reasonable notice to the subject of the audit.
2. The City’s right to audit may not be limited or waived except by express will of the City Council through adoption of a resolution so stating, along with clear justification for the need for the limitation or waiver.

3.60.030 Obligation to Provide Records

1. Any person, organization, or business duly notified that they will be audited by the City shall provide all necessary records, documents, data, or access to individuals in a form acceptable to the City at a location in the Portland Metropolitan metropolitan area, or at any other location approved in advance by the City’s Finance Director, at the auditee’s expense.
2. The City shall have no obligation to pay for the furnishing of such records or access to individuals.

3.60.040 Confidentiality of Records and Data

1. Any person, organization, or business notified that they will be audited under this Chapter may submit a written request to the City Manager requesting treatment of records, data or information as confidential under Oregon Public Records Laws. The City Manager shall review any such requests and if the request complies with the provision of the Public Records Law may grant the request and direct confidential treatment of the records, data, or information.
2. In no case shall the final results of the audit be considered confidential.

3.60.050 Cost of Audit

1. Except as provided in 3.60.030, the cost of any audit initiated by the City or under the City's authority shall be paid for by the City, with the exception that if an audit reveals an underpayment in amounts owed to the City of more than 5% for the period audited, the auditee shall reimburse the City for all audit costs.
2. If the City conducts an audit of a group or class of payers, and one or more of this group or class shall be found to have underpaid the City by 5%, their obligation to reimburse the City for the cost of the audit shall be apportioned based on their share(s) of the total final amount due for the period being audited.

3.60.050 Interest Owing on Past Due Amounts

1. Unless otherwise provided by City ordinance or written agreement, interest charges on past due amounts revealed by any audit shall be charged at the rate allowed by State Statute.
2. Upon submittal of written application showing just cause, the City's Finance Director may waive any interest charges of less than \$1,000.

AGENDA ITEM # _____
FOR AGENDA OF February 11, 2003

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Youth Forum Activity Update

PREPARED BY: Elizabeth Ann Newton DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

This is an update for the Council on the activities of the Youth Forum.

STAFF RECOMMENDATION

No action necessary, this is an information item.

INFORMATION SUMMARY

The Mayor's Youth Forum was convened in February 2001. The group meets monthly and is comprised of representatives of the faith community, service clubs, local businesses, youth program service providers, the Tigard-Tualatin School District, city staff, members of city council, and the mayor. The Mayor's Youth Forum was initiated to facilitate addressing the needs of youth in the community, particularly those of middle school age.

During the first year, the mayor's Youth Forum worked on expanding the After School program offered at the Middle Schools. The program only ran for an hour after school so many of the participants were arriving home before their parents. The expanded program added an hour of supervised but less structured activities, included a snack, and ended at 5:45 PM when more parents would be home from work. This program served primarily students that were not involved in athletics, did not have financial resources to pay for other more expensive options, and would otherwise be unsupervised after school. The more structured programs of the first hour were offered at minimal cost with scholarships available, and the second hour was free. The second hour of the program is temporarily on hold while the district evaluates resources for funding the program.

Students in grades 7, 9, and 11 took the Search Institutes Youth Assets survey in the fall of 2001. The results reveal that those students on average have about 21 of the 40 assets that are needed to help them succeed. Over the last year, the Mayor's Youth Forum has been developing tools to get youth involved in the community to complement the school district's efforts to help students achieve. The next steps are to initiate a Youth Council that would get youth involved in community issues, volunteer efforts, and the identification, development, and implementation of solutions to issues facing youth in our community. Potential Youth Council members will be identified at the next Youth Forum meeting.

During the next year, the Mayor's Youth forum will work with the Youth Council members to set a structure, goals, and objectives for the Youth Council.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Schools and Education Goal #1, Strategy #1: “Identify community resources for supporting/providing recreation and activity programs for young people.”

ATTACHMENT LIST

None

FISCAL NOTES